

STATE OF MICHIGAN
DEPARTMENT OF LABOR
EMPLOYMENT RELATIONS COMMISSION

In the Matter of Fact Finding between

SHIAWASSEE COUNTY ROAD COMMISSION

-and-

NO. L83-A-11

AFSCME COUNCIL 25

John Swanson /

Michigan State University
LABOR AND INDUSTRIAL
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REPORT OF THE FACT FINDER

The parties to this cause convened at 10:00 a.m., on Monday, January 6, 1986, pursuant to prior notice, at the MERC offices located at 309 North Washington Avenue, Lansing, Michigan. The petitioner, Shiawassee County Board of Road Commissioners was represented by Mr. Michael Ward, attorney-at-law, while Local 1071-AFSME, respondent, was represented by Mr. Dale Latta, Staff Supervisor, and Mr. Joe King, Staff Representative.

The nature of this meeting was a pre-hearing conference and provided an opportunity for the exchange of exhibits as well as an opportunity to narrow the issues to be resolved through the fact-finding process.

The Fact Finder received six (6) joint exhibits, which consisted of (1) The Current Agreement, (2) The Extension Agreement, (3) The Union Proposal, (4) Petitioner-Employer Proposed Agreement, (5) Petition for Fact Finding, and (6) Response to Petition by the Union.

Mr. Dale Latta, representing the Union, presented the Fact Finder and

Shiawassee County Road Commission

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the Employer with a pre-prepared document designated "Summary of Positions of Parties" which was very useful and greatly facilitated the discussion of the issues during the pre-hearing conference. A copy of this document is attached hereto and made a part of this report.

After setting the time, date and place of the Fact Finding Hearing, the employee organization, referring to the above document, agreed to accept the Employer's proposals on the following issues:

- (1) Issue No. 1 - Recognition (Article III)
- (2) Issue No. 2 - Loss of Seniority (Article XI)
- (3) Issue No. 4 and 5 - Sick Leave (Article XX)
- (4) Issue No. 9 - Pension Plan (Appendix A)
- (5) Issue No. 11 - Work Rules (Appendix E)
- (6) Issue No. 13 - Hours of Work (Article XXII)
(Union withdraws proposal and accepts current contract language)

The employer offered, in the nature of a last best offer, a two year contract with an expiration date of February 12, 1988, that would provide a \$0.35 per hour increase to the two clerical employees in the unit, and a \$540.00 per week salary for one year to the two foreman in the unit, and upon satisfactorily passing a performance evaluation, a further salary of \$554.00 per week for the second year of the contract. This offer would be conditioned upon the adoption of the employer's language on Issue No. 6, dealing with the overtime provisions of Article XXIII of the current contract.

On February 4, 1986, a fact-finding hearing was conducted, and evidence and testimony received on the remaining issues in dispute. Mr. Walter Clink, Superintendant-Manager of the Shiawassee County Road Commission was the witness for the employer, and Mrs. Kathy Noonon, a clerical employee, was

the witness for the employee organization.

The employee organization consists of five persons; two foremen, two clerical employees and one stock clerk (which position is presently vacant). This contract will be the second contract entered into by the parties to this fact finding process.

There is another bargaining unit, which will be referred to as the "Outside" unit, which has conducted negotiations with the employer, and the benefits negotiated by this outside unit have been made available to this bargaining unit, as has been the practice in the past. Many of the same issues presently before the fact-finder in this matter, were negotiated with the outside unit.

The counties represented by the so-called "7 County Council" were used for comparable purposes as agreed to by both parties.

The remaining issues not previously resolved were addressed by the parties, considered by the fact-finder and the recommendations of the fact-finder are as follows:

ISSUE NO. 3 - Lay-off Defined (Article III)

The new language requested by the employer, to wit: the addition of the words, "when the Commission has knowledge of the necessity for lay-off at least seven (7) days in advance." is felt to be a protective phrase not inconsistent with the outside contract.

The employee organization, while doubting the necessity of the added language, did not consider it to either add to or detract from the contract provision, and offered no testimony or evidence in opposition to the added language.

The fact-finder would recommend that the language as provided by the employer be added to the contract.

ISSUE NO. 6 - Overtime (Article XXIII)

The employer offers new language in conjunction with its wage rate proposal, which in effect would provide for no overtime pay for supervisory employees. The employee organization offered no evidence or testimony on this issue.

The fact-finder would recommend the language as proposed by the employer, and in so doing would also recommend the new wage scale for the supervisors, with the provision for a performance evaluation after the first year of the contract. Further, the fact-finder would recommend that the two clerical employees be compensated at the same rate. There was no evidence or testimony produced that would indicate that they should be compensated at different rates.

ISSUE NO. 7 - Worker's Compensation (Article XXX)

The employer proposes new language to provide that all employees will be covered by the applicable Worker's Compensation laws. The employee organization, while not in agreement with the new language offered no evidence or testimony on this issue.

The proposed language is the same as that negotiated with the outside unit, and would cover all employees in the same manner.

The fact-finder would recommend the employer's proposed language.

ISSUE NO. 8 - Cost of Living (Appendix C)

The employer proposes to eliminate the present language in the contract dealing with cost of living adjustments in compensation. Testimony was offered by the employer that this provision has not been operative since 1983, and they see no necessity to continue the provision.

The employee organization offered no evidence or testimony in support of

continuing the provision for cost of living adjustments, and recognized that there was no present need for the provision.

The fact-finder would recommend the elimination of the cost of living provision from the new contract.

ISSUE NO. 10 - Wage Rates and Classification (Appendix B)

While the employee organization submitted a wage rate and classification schedule dealing with all five members of the unit, and the employer also submitted a proposal dealing with the supervisors and the clerical employees, the treatment of Issue No. 6 (Overtime) previously in this report, conditioned on new wage rates for the supervisors, and equal pay for the two clerical employees would resolve this issue, and the same is recommended by the fact-finder. It is noted that since the position of stock clerk is not presently filled, that no recommendation is made relative to that position.

ISSUE NO. 12 - Subcontracting (Appendix F)

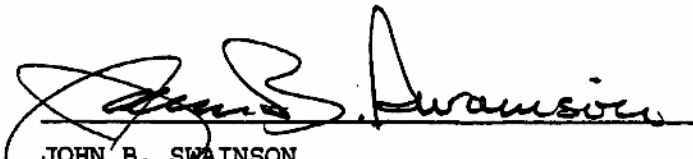
This is new language proposed by the employer, and although the employee organization objects to the unilateral nature of the proposed language, and would desire the opportunity to be consulted in regard to any work that might be considered for subcontracting, offered no evidence or testimony in regard to this issue. It is noted that a similar provision is in the contract of the outside unit, and the fact-finder would recommend that the employer's proposed language be placed in the contract at this time in order to gain experience in this area in the consideration of future contract provisions.

ISSUES 14 and 15 - Temporary Assignment and Call In (New provisions)

Neither the employer or the employee organization offered any testimony or evidence in regard to these two issues and the fact-finder does not feel that in consideration of the other issues heretofore resolved that they should be included in the contract at this time, and therefore, recommends that they not be included in this contract.

ISSUES 16 and 17 - Effective Date and Termination and Modification

While no evidence or testimony was received by the fact-finder in regards to these two issues, this report has assumed and the fact-finder will recommend that the new contract will be of a two year duration, beginning on February 12, 1986 and continuing until February 11, 1988, and language to that effect will be agreed upon by the parties hereto. Further, the fact-finder would recommend that the employees of this unit be compensated for the period from January 1, 1986 to February 12, 1986 in the same manner and at the same rate as the employees of the outside unit.


JOHN B. SWAINSON
Fact Finder